IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 4091 of 2000

For Approval and Signature:

Hon'ble MR.JUSTICE M.S.SHAH

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the Civil Judge? : NO

CHANDANBEN DILIPBHAI DESAI

Versus

STATE OF GUJARAT

Appearance:

MR NK MAJMUDAR for Petitioner

MR KT DAVE, AGP for Respondent No. 1

MR HS MUNSHAW for Respondent No. 2

MR MB GANDHI for Respondent No. 5

MR HR LATHIGARA for Respondent No. 6

RULE SERVED BY DS for Respondent No. 7

CORAM : MR.JUSTICE M.S.SHAH

Date of decision: 29/06/2000

ORAL JUDGEMENT

Pursuant to the order dated 22.6.200, the petitioner has deposited a sum of Rs.3,75,000/- with the respondent-Gram Panchayat and also a further sum of

Rs.1,00,000/- in lieu of his solvency certificate. Mr NK Majmudar produces a xerox copy of receipt No. 048767 dated 29.6.2000 issued by the Central Bank of India, Amroli Branch at 11.10. A.M. today. The amount is said to have been deposited in cash.

2. After hearing the learned counsel for the parties, the Court permitted the petitioner to quote his bid and also gave an opportunity to respondent No. 6 to revise his previous bid which was earlier accepted by the Gram Panchayat. As against the amount of Rs.16,01,000/= which was the bid offered by respondent No. 6 and accepted by the Gram Panchayat earlier, the petitioner offered his bid at Rs.22,00,000/-. Thereupon respondent No. 6 raised his bid to Rs.23,00,000/-. The petitioner raised his bid to Rs.24,00,000/- and respondent No. 6 then raised his bid to Rs.25,00,000/-. Thereafter the petitioner was not prepared to offer any higher amount. Hence the bid of respondent No. 6 at Rs.25,00,000/- is directed to be accepted by the Gram Panchayat in substitution of the amount mentioned in the contract which was earlier entered into between the petitioner and respondent No. 6 as per the Gram Panchayat Resolution dated 27.3.2000 at Annexure "B" to the petition.

It is clarified that this amount of Rs.25,00,000/- does not include the charges which are required to be paid by the octroi ijaradar to the Talauka Panchayat and District Panchayat which shall be paid in accordance with law and Mr Lathigara appearing for respondent No. 6, under instructions from his client, states that respondent No. 6 shall pay Rs.25,00,000/plus charges payable to the Taluka Panchayat and District Panchayat for the period between 1.4.2000 and 31.3.2001. Mr Lathigara for respondent No. 6 and Mr MB Gandhi for respondent No. 5 also state that the other terms and conditions of the contract dated 25.4.2000 at Annexure "R3" to the reply affidavit filed on behalf of the Gram Panchayat shall continue to remain in force. Respondent-5 Gram Panchayat and Respondent No. 6 shall accordingly enter into a fresh contact as per this order.

3. Mr Munshaw appearing for respondent No.2-District Development Officer, Surat also agrees that the District Panchayat is agreeable to such a fresh contract being entered into between respondent No.5-Gram Panchayat and respondent No. 6 for an amount of Rs.25,00,000/exclusive of the charges payable to the Taluka Panchayat and District Panchayat in accordance with law.

4. It is accordingly directed that the fresh

contract as per the aforesaid statements and directions shall be entered into between respondent No. 5 and respondent No. 6 within one week from today and a copy thereof shall be supplied to the District Development Officer, Surat, Taluka Development Officer, Choryasi Taluka and shall also be placed on the record of these proceedings. On account of upward revision of the bid of respondent No. 6, whatever is the difference for the monthly instalments of April, May and June, the differential amounts shall be paid by respondent No. 6 to respondent No. 5 on or before 31.7.2000.

5. In view of the fact that the eligibility of the petitioner came into a cloud on account of the fact that he did not furnish the solvency certificate as required by the Gram Panchayat which was done by respondent No. 6, it would be just and proper to saddle the petitioner with the costs of this petition which are quantified at Rs.3,000/- to respondent Nos. 2, 5 and 6 in three separate sets. These amounts shall be deducted from the amounts deposited by the petitioner with the Central Bank of India today and the Gram Panchayat shall appropriate the amounts accordingly and also pay over Rs.3,000/- to the District Development Officer, Surat by an account payee cheque. After having adjusted the costs, respondent No.5-Gram Panchayat shall refund the balance amount of of Rs.4,66,000/- (Rupees four lacs & sixty six thousand only) to the petitioner after two weeks from today, particularly after respondent No. 5 and 6 execute a fresh contract as aforesaid and after supplying attested true copy of the contract to the District Development Officer, the Taluka Development Officer and after producing an attested true copy thereof before this Court alongwith a notice.

6. The petition is accordingly disposed of after recording the aforesaid statements and in terms of the aforesaid directions. Rule is made absolute to the aforesaid extent.

June 29, 2000 (M.S. Shah, J.)
sundar/-